

AGREEMENT  
BETWEEN THE

FRANKLIN BOARD OF EDUCATION

AND

THE FRANKLIN PUBLIC SCHOOL  
CUSTODIAL ASSOCIATION

X JULY 1, 1978 - JUNE 30, 1979

LIBRARY  
Institute of Management and  
Labor Relations

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RUTGERS UNIVERSITY

THIS AGREEMENT entered into this first day of July, 1978 by and between the Board of Education of the Borough of Franklin, hereinafter called the "Board", and the Franklin Public School Custodial Association, an unincorporated association, hereinafter called the "Association".

WITNESS, that WHEREAS, the majority of the custodial staff of the Franklin Public School system has designated the Franklin Public School Custodial Association with and pursuant to the provisions of N.J.S.A. 34: 13A-513 and

WHEREAS, the Association and the Board have reached certain understandings which they desire to confirm in this Agreement pursuant to Chapter 303 of the Public Laws of 1968.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. All regular full time custodial personnel whether paid on a 12 month or 10 month basis shall be covered under this contract concerning grievance terms and conditions of employment. This condition, however, shall exclude the head custodian and assistant head custodian and other administrative personnel.

2. All full time custodial employees are regular employees of the Board of Education of the Borough of Franklin.

3. This agreement shall be the sole employment contract between the Board and the Association.

4. This Agreement shall continue in effect until June 30, 1979.

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof, do ratify, acknowledge and agree that this contract agreement effective July 1, 1978 shall constitute the agreement between the Association and Board pursuant to Chapter 303 Public Laws of 1968 until further modified in accordance with the provisions thereof.

FRANKLIN PUBLIC SCHOOL  
CUSTODIAL ASSOCIATION

Dated:

B

ATTEST:

BY David A. Byrto  
President

Board of Education of the Borough of  
Franklin  
BY Donald Ramage  
President

Doris A. Hancock  
Secretary

## SECTION 11

### 1. Salaries:

- a. There shall be salary increments in four steps as set forth in the salary guide.
- b. Salary guide.

Step 1. The starting salary of new custodians shall be at the discretion of the Board but shall not exceed the present salary of those custodians employed by the Board.

Step 2	At the beginning of the second year	\$8,480.00
Step 3	At the beginning of the third year	\$9,073.00
Step 4	At the beginning of the fourth year	\$11,253.38

- c. Any full time employee paid on a 10-month basis shall receive a salary equal to  $\frac{5}{6}$  of the salary paid to those employed who are at the same step as such 10 month employee.

When a payday falls during a custodian's vacation, and if a custodian wishes to be paid on the Friday before the start of the vacation, this will be accomplished if the custodian notifies the bookkeeper at least one week in advance.

### 2. Overtime:

- a. Overtime shall be paid at the rate of time and a half the employees normal hourly rate of pay except that on Sundays and holidays for a non-school function the rate of pay shall be twice the normal rate of pay.

- b. Any employee who is called in to work overtime because of a non-school function or activity shall be guaranteed a minimum of 4 hours of work at the double overtime rate. A non-school function or activity shall be defined as any function or activity not under the supervision and jurisdiction of the Board of Education.

- c. In the event that a function or activity is cancelled by the school authorities or other parties, any employee called in for such function or activity shall be paid for a minimum of 4 hours, provided, however, that such function or activity is not cancelled because of an Act of God.

- d. Overtime pay earned in any given two week pay period shall be paid in the two week pay period immediately following the period in which such overtime was earned.

## SECTION 111

### ABSENCE:

1. Any employee who may have cause to be absent from work must give notice to the head custodian or his designate the night before such absence or not later than one hour before his starting time. Failure to comply with the above shall cause forfeit of payment of one full day's salary.

a. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.

b. Absence for personal illness shall be allowed and shall include full pay for twelve working days in any one year. If fewer than the permitted number of days of sick leave are taken in any one year, the number of days not utilized shall be accumulative.

c. In case of illness extending beyond the employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.

d. In all absences where sick leave exceeds five consecutive school days, the employee may be required to file a physician's certificate with the school superintendent.

2. Absence due to the death of illness in the employee's family:

a. Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five school days.

b. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother.

c. Absence due to serious illness in the immediate family which makes it necessary for the employee to remain home will be granted for two full days without loss of pay.

d. Absence due to the death of non-immediate members of the family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. Employees pay less half day's pay shall be allowed for the other two days.

3. Personal leave:

a. Three days leave will be granted without loss of pay for legal, business, household or family matters which require absence during working hours.

b. All days of personal leave which are not used during a given year may be added to the employee's sick leave at the end of the year, and accumulate as sick leave.

c. Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed without pay upon approval of the superintendent.

d. Absence from work by reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the superintendent.

## 1. HOLIDAYS:

a. In addition to the annual vacation the following will be paid holidays for employees:

- |                   |   |
|-------------------|---|
| 1. New Year's Day | 6. Thanksgiving Day   |
| 2. Good Friday    | 7. Christmas Day  |
| 3. Memorial Day   | 8. One floating holiday   |
| 4. Labor Day      | 9. Monday or Friday of week of Mid-Winter vacation  |
| 5. Independence   | 10. Either the Friday after Thanksgiving or Christmas Eve. (half staff will be off for each day--first choice by seniority) |

If any of the above-mentioned holidays fall on a Saturday, the day before (Friday) should be considered as the paid holiday.

In the event the holiday falls on a Sunday, the following day (Monday) should be considered as a paid holiday.

## 2. VACATION:

a. The vacation schedule of employees shall be as follows:

1. Two weeks vacation per annum beginning with the first year of employment.
2. Three weeks vacation per annum after 10 years of employment
3. Four weeks vacation per annum after 20 years of employment.

b. Those employees entitled to more than two weeks vacation may utilize such additional week or weeks during such periods of the school calendar year when school is not in session. The vacation week or weeks so selected will be subject to the approval of the head custodian and such approval shall not be arbitrarily withheld.

c. An employee who desires to utilize a vacation week during the school calendar year shall notify the head custodian of his intention to do so at least two weeks prior to the beginning of such vacation week.

d. No employee scheduled for vacation during the school calendar year shall be subject to emergency service during that period--provided, however, that in the case of extreme emergency, said employee may be subject to service at the discretion of the head custodian.

e. All summer vacations will be taken between the last day of school and the end of July. Any exception to this agreement will be at the discretion of the head custodian.

SECTION V

1. BENEFITS:

a. The Board will provide single or family coverage under the State Health Benefits Plan including Blue Cross, Blue Shield, Major Medical Insurance and Rider J.

SECTION VI

1. SAFETY, HEALTH AND WELFARE:

a. Equipment

The Board shall provide foul weather gear consisting of rain slickers, boots or waders in sufficient quantity to outfit the number of men who may be required to work out of doors in foul weather at any one time. This gear shall be left on school premises when not in use.

The Board shall furnish and maintain uniforms (five shirts; five pants) for each custodian for use on the job.

2. FACILITIES:

It being the policy and intention of the Board to provide separate locker, shower and toilet facilities for the Custodians, it is therefore resolved that the Board shall undertake the necessary steps to begin construction of such facilities.

3. LUNCH HOURS:

During the school year, each Custodian shall be entitled to a lunch period of one hour. Custodians on afternoon shift will have 1/2 hour lunch period.

During the summer vacation schedule, each Custodian shall be entitled to a lunch period of 1/2 hour and thereby end the work day 1/2 hour earlier than during the regular school year.

4. Each custodian shall be entitled to two 10 minute breaks per shift, one to be taken in the first half of shift, and one to be taken in second half of shift.

5. SENIORITY:

In the event of a reduction in force, Custodians shall be laid off in accordance with their seniority, i.e., length of service with the Board as Custodians.

## GRIEVANCE PROCEDURES

The Board of Education of the Borough of Franklin, Sussex County, New Jersey, does hereby adopt the following rules and regulations concerning the orderly process of hearing and deciding grievances and disputes by employees of the school system so as to facilitate and assure the smooth and efficient operation of the local school system and to recognize and guarantee the rights of the employees thereof to an orderly and complete process for hearing and deciding all controversies within the said school system.

1. Grievance procedures shall be conducted on the following levels:

Level 1: In the event that any person, while in the employ of the Board of Education of the Borough of Franklin shall for any reason be aggrieved by the application, interpretation or alleged violation of any rule, regulation, policy or decision of his immediate supervisor, the administration or the Board of Education, said employee shall present this immediate superior for consideration in verbal or written form.

A. "Immediate Supervisor" is that person directly superior to the complainant who is charged with the responsibility of deciding, carrying out, formulating or implementing the subject matter of the dispute.

Level 2: In the event that the controversy cannot be settled by the "immediate supervisor", or, if the decision reached after hearing is not acceptable to the employee, the employee shall, within 5 days after the decision of the "immediate supervisor" have a right to have the complaint referred to the Superintendent of Schools for hearing and determination.

A. Upon referral of a complaint to the Superintendent of Schools, the "immediate supervisor" to whom the appeal was first made may prepare a written report of his findings and decision which said report shall be submitted to the Superintendent and the complainant. The Superintendent of Schools may review the matter informally. If both parties agree, or, if not, he shall thereupon schedule a hearing date not more than 10 days after submission of the application for review by the complainant for a hearing of the controversy, and the Superintendent shall render his decision within 5 days after the close of said hearing or review, unless both parties shall consent to an extension of said times.

Level 3: In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent, the complainant within 10 days thereafter, notify the Superintendent of his intention to exercise his right to review of the controversy by a plenary hearing by the Board of Education. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies which shall be delivered to the complainant's immediate supervisor and the Superintendent of Schools, whereupon the School Board at its next regularly convened monthly meeting or at a special meeting called by the Board for the purpose of hearing the controversy shall afford all parties an opportunity to be heard.

A. Upon application for review by the Board of Education, the Superintendent of Schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his findings, for the Board of Education which said report shall be submitted to the complainant for his or her review at least 5 days prior to the scheduled hearing of the case by the Board.

Level 4: The aggrieved person may, after a hearing by the Board as per level 4, if not wholly satisfied by their judgement appeal to an arbitration committee. This committee shall be composed of one representative of the Board of Education, one representative of the administration and one representative of the Franklin Custodial/Cafeteria Association which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and the school system in event of acceptance or rejection of the relief sought and further confer with the principal parties involved or their representatives as to the factual allegations and decide on the arbitrability of the case. Should this committee deem it necessary, the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten (10) days after the decision of the committee, the Board and the Franklin Custodial/Cafeteria Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his decision not later than twenty (20) days after said conferences. The arbitrator's decision shall be in writing and set forth his findings on the issues submitted.

The arbitrator's decision shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

11. In all informal grievance proceedings both parties shall endeavor to dispose of the same by direct conferences and without the intervention of any third parties. However, either party may, below the third level of the formal proceedings, with the consent of the other, upon 3 days notice, advise the other party of his, her or its desire to have a representative appear with or for him, her, or them, in which case, said proceedings shall be continued thereafter with such representative present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his own choice present at his discretion upon 3 days notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the 4th level, this may be done, if it is mutually agreeable to both parties.

A. Any individual employee, groups of employees and representatives of minority groups shall within the framework of this policy have the right to be heard as herein provided.

B. All appeals before the Board of Education after the submission of reports and a hearing as herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be communicated through the chief administrator of the school system to all employees affected by the said decision.